

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#29 MAY 31, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridlev-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Mitchell H. Katz, M.D.
Director

John F. Schunhoff, Ph.D.
Chief Deputy Director

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles
County residents through direct
services at DHS facilities and
through collaboration with
community and university
partners*



www.dhs.lacounty.gov

May 31, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN LAC
+USC HEALTHCARE NETWORK AND COPE HEALTH SOLUTIONS, INC.
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Request approval of a Memorandum of Understanding between LAC+USC Healthcare Network and COPE Health Solutions, Inc., for the use of eConsult software.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services, or his designee, to execute a Memorandum of Understanding (MOU), between LAC+USC Healthcare Network (LAC+USC Healthcare Network) and COPE Health Solutions, Inc. (COPE), to establish a pilot project for the use of the eConsult electronic system in which Public- Private Partnership (PPP) providers can seek and obtain specialty care consultation from volunteer specialty physicians at LAC +USC Healthcare Network, effective upon Board approval through December 31, 2011, at no cost to the Department of Health Services (DHS).
2. Delegate authority to LAC+USC Healthcare Network to extend the MOU for one year, at no cost, subject to review and approval by County Counsel and the Chief Executive Office and notice to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow LAC+USC Healthcare Network to execute the attached no-cost MOU with COPE, a non-profit health care solutions organization and the owner of the eConsult software license. Use of eConsult will allow Primary Care Physicians (PCPs) at participating PPP agencies to request and obtain informal clinical consultations (known as "curbside consults") from participating volunteer specialist physicians at LAC+USC Healthcare Network who have agreed to volunteer their time and expertise, without compensation, to provide an informal consultation through the eConsult system. The implementation and usage of eConsult by the volunteer specialty care physicians and participating PPP providers in this pilot project is intended to reduce the number of inappropriate specialty care referrals made to LAC+USC Healthcare Network's specialty care clinics. COPE will track the outcome measures to determine if the use of the eConsult system results in a reduction of referrals to specialty care clinics.

Approval of the second recommendation will allow the LAC+USC Healthcare Network to extend the program for one year at no cost to the County should usage of the program prove beneficial to LAC+USC Healthcare Network.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The usage of the eConsult software system is being provided at no cost to LAC+USC Healthcare Network.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MOU may be terminated for convenience by either party upon 30 days' prior written notice.

COPE has agreed to indemnify the County, LAC+USC Healthcare Network and LAC+USC Healthcare Network's volunteer specialists, from any and all liability, including medical malpractice claims. COPE and participating PCPs at PPPs will enter into comparable agreements to utilize this system which will include the same indemnification provision.

County Counsel has approved attached MOU and User Agreement as to use and form. CEO Risk Management has approved the appropriate indemnification language in the MOU.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will establish a no-cost pilot project to determine if the eConsult

system can maximize collaboration between volunteer specialty care providers and PPP providers, and determine if such collaborations result in the reduction of specialty care referrals to LAC+USC Healthcare Network's specialty care clinics. Entering into this agreement does not bind the County or LAC+USC Healthcare Network to any future agreements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:mjj

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

RE

THE ECONSULT PILOT

BY AND BETWEEN

COPE HEALTH SOLUTIONS, A 501(c)(3) Nonprofit Organization,

AND

LAC+USC HEALTH CARE NETWORK.

This Memorandum of Understanding (MOU) is executed in the State of California on this _____ day of _____ 2011, by and among the parties for the express purposes of establishing a formal working relationship for participating in the eConsult pilot.

WHEREAS, COPE Health Solutions ("COPE") is non-profit organization based in Los Angeles, California that works with hospitals, physician groups, health plans, clinics and other health care organizations to help them achieve visionary, market relevant health care solutions; and

WHEREAS, the County of Los Angeles ("County"), Department of Health Services ("DHS"), is a provider of health care, providing emergency, outpatient, and specialty care to approximately 2 million individuals, many of whom are indigent, working poor, and/or without access to other health care; and

WHEREAS, LAC+USC Healthcare Network ("LAC+USC") is a County hospital/facility; and

WHEREAS, the County provides such services directly through its network of County DHS operated hospitals and facilities and in partnership with private health care providers through Public Private Partnership ("PPP") agreements; and

WHEREAS, Facility and Health Care Providers are each "covered entities" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and

WHEREAS, the eConsult System ("eConsult") is an e-health service offered by COPE at no cost to participating volunteer specialist physicians at LAC+USC and PPP primary care physicians ("PCPs") for the purposes of care coordination. As part of the Specialty Care Initiative, eConsult is intended to be piloted by volunteer specialist

ATTACHMENT A

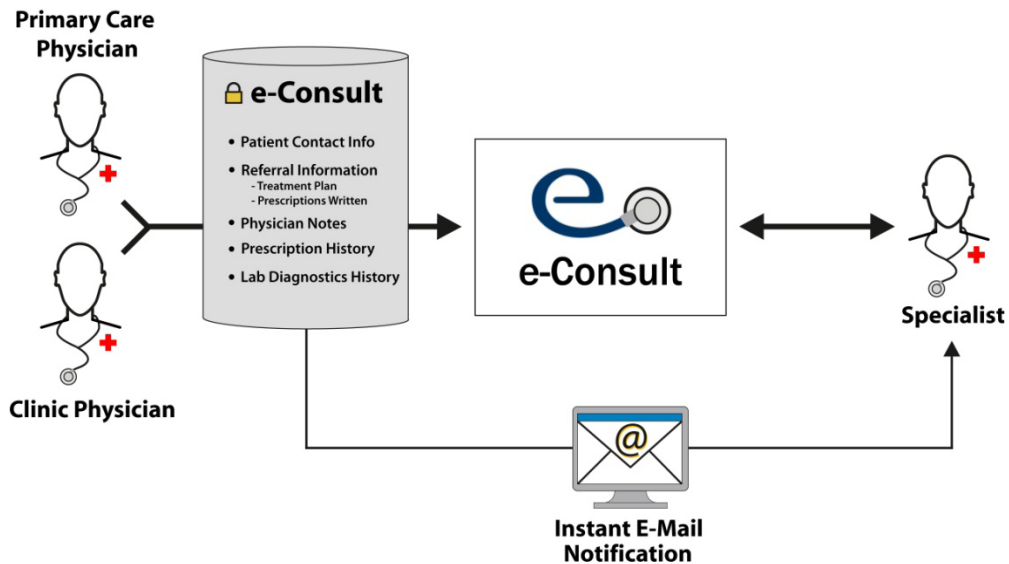
physicians at LAC+USC and PCPs to assess the impact of the system on specialty care access outcomes, including averted referrals, disposition of referrals, specialty clinic wait times, and increased knowledge of PCPs; and

WHEREAS, COPE and PCPs will have separate MOUs and user agreements that state the terms and conditions of PCPs' use of eConsult, including indemnification of the County, LAC+USC, and volunteer specialty care physicians and residents to maximize the use of eConsult under the eConsult pilot project; and

WHEREAS, eConsult includes, without limitation, the following services, all of which are provided through the Site (collectively, the "Services"):

- A. enabling participating PCPs to request and obtain voluntary, non-compensated informal clinical consultations (i.e., "curbside consults") from participating volunteer specialist physician ("Specialists"), who have agreed to volunteer their non-compensated time and expertise to coordinate care through the eConsult system, to determine whether a formal, in-person specialty visit is required. It is understood that all time utilized by the Specialist to participate in eConsult is intended to ensure only appropriate specialty care referrals are made to LAC+USC's specialty care clinics;
- B. offering PCPs valuable care coordination consultation regarding appropriate diagnostic and treatment protocols, through enhanced communication among other participating PCPs and Specialists;
- C. providing an electronic platform through which participating PCPs and Specialists can share clinical and diagnostic information such as provider notes, diagnostic test results, and lab values; to ensure care coordination and appropriate specialty care referrals and
- D. tracking all consult messages, as well as important variables such as diagnoses codes, average wait time for a response, most common reasons for consult, etc. These data can in turn be used to improve clinical practice and referral patterns in the primary and specialty clinics with the expectation that doing so will improve the quality of referrals made to LAC+USC and maximize the ability for the PPP providers to provide better coordination of care to their patients.

WHEREAS, the intended flow of information through eConsult is depicted in the following diagram:

eConsult Data Flow Diagram

WHEREAS, the “Standards for Privacy of Individually Identifiable Health Information” established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and contained in 45 Code of Federal Regulations (C.F.R.), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health Act or HITECH Act, Title XIII and Title IV of Division B of Public Law 111-005, provide federal protections for the privacy and security of Individually Identifiable Health Information; and

WHEREAS, the Confidentiality of Medical Information Act (CMIA) Part 2.6, commencing with Section 56 of Division 1 of the Civil Code provides State protections for the privacy of Medical Information; and

WHEREAS, State law requires Facility to establish and implement appropriate administrative, technical, and physical safeguards to protect the privacy of a patient's medical information and to reasonably safeguard confidential medical information from any unauthorized access or unlawful access, use, or disclosure; (Cal. Health and Safety Code 130203); and

NOW, THEREFORE, the parties agree as follows:

1. COMPENSATION

- A. Parties shall not receive compensation for signing this agreement. Unless otherwise agreed to by each of the parties, no compensation will be exchanged between parties for any costs incurred as a consequence of performing any activities under this MOU.

- B. In the event that a party secures external funding for activities related to the responsibilities under this MOU, the parties agree to create a separate agreement to delineate each party's activities as well as the distribution of funds.
- C. Entering into this MOU is not intended and does not represent any future obligation or agreement to legally obligate the County or LAC+USC regarding COPE's eConsult system.

Volunteer Specialists should not expect compensation for using eConsult or for participating in the eConsult pilot.

2. TERM

Unless terminated earlier as set forth herein, this MOU shall be effective upon the date it is signed by all parties and shall continue until the end date of the Specialty Care Initiative grant period on December 31, 2011 unless extended by the parties.

3. AMENDMENTS

COPE and LAC+USC will agree to take such action, as necessary, to amend this MOU from time to time to comply with the requirements of HIPAA, HITECH Act and CMIA, or other provisions of State or federal law or regulations which impact COPE's authority to permissibly access PHI.

4. INDEMNIFICATION

COPE agrees to indemnify, defend and hold harmless the County, its Special Districts, agents, elected and appointed officers and employees, including LAC+USC Specialists, from and against any and all liability, including medical malpractice claims, expenses, awards or damages of any kind, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily damages of any nature whatsoever, also including, but not limited to, bodily injury, death personal injury, or property damages arising from or connected with COPE's acts and/or omissions arising from and/or relating to this MOU, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, breach of confidentiality, liability, or expense, arising from or in connection with services provided under this MOU. It is the intent of COPE, the PCPs and participating PPP agencies to indemnify and hold harmless, as referenced above, participating Specialists, as a material inducement to donate and volunteer their time and expertise for the duration of the pilot program.

5. INDEPENDENT EMPLOYMENT AGREEMENTS

This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COPE and LAC+USC, . The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

6. RESPONSIBILITIES

The eConsult pilot is a project with the intent of determining whether a novel strategy for improving specialty care access is effective, and establishing a research matrix for collecting data and evaluating outcomes.

A. COPE shall be responsible for providing, administering, and improving the eConsult Services, including:

1. Enabling users to easily navigate the Services
2. Resolving service problems
3. Troubleshooting technical problems
4. Understanding users' needs and interests
5. Personalizing user experience
6. Detecting and protecting against error, fraud, and other criminal activity
7. Enforcing the terms and conditions outlined in the **eConsult User Agreement** (Attachment I)
8. Providing users with system or administrative messages
9. Ensuring that shared data are used and/or disclosed in compliance with the requirements of the HIPAA Privacy Rule, HITECH Act, and all applicable State laws, including but not limited to the CMIA
10. Coordinating the collection and evaluation of data to assess the impact of the Specialty Care Initiative on outcomes in areas that may include:
 - a. Disposition of referrals
 - b. Averted referrals due to the use of eConsult
 - c. Specialty clinic wait times
 - d. Increased knowledge of primary care providers

B. LAC+USC shall be responsible for:

1. Appointing a volunteer representative(s) who shall provide input and communicate on behalf of LAC+USC regarding eConsult activities.
2. Facilitating the dissemination of information to appropriate LAC+USC staff.

ATTACHMENT A

3. Assisting with the identification of specialty providers at LAC+USC who will volunteer their time on reviewing and responding to eConsults according to the **eConsult User Agreement** (Attachment I)

7. LIABILITY

COPE and PCPs are to be covered by their respective agency's insurance policies in accordance with the laws of the State of California and all Participating Agencies, will maintain such insurance as a base requirement to participate in the eConsult pilot project.

8. TERMINATION

This MOU may be terminated by either party upon 30 days advanced written notice.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this MOU as of the dates set forth below, the later of which it is signed by a minimum of five Participating Agencies shall be the Effective Date.

1. COPE Health Solutions

By:_____Date:_____

Name (Print):_____Title (Print):_____

2. Los Angeles County + University of Southern California Healthcare Network (LAC+USC)

By:_____Date:_____

Name (Print):_____Title (Print):_____

**SPECIALTY CARE INITIATIVE ELECTRONIC CONSULT (eCONSULT) SYSTEM
USER ACCESS AGREEMENT AND TERMS OF USE**

This user access agreement incorporates by reference the memorandum of understanding (MOU) which governs the eConsult Pilot by and between COPE Health Solutions, a 501(c)(3) Nonprofit Organization, and LAC+USC Healthcare Network Volunteer Specialty Care Physicians.

Please read the following important terms and conditions ("**Terms**") carefully. These Terms govern the user's access to and use of the Services (as defined in Section 2 below), and constitute a binding legal agreement between you, as a user of the Services, and COPE Health Solutions, Inc. "**COPE**" or the terms "**we**" or "**us**" or similar terms refer to COPE Health Solutions.

These Terms must be completed and signed by each individual requesting access to the Electronic Consult ("**eConsult**") System. These Terms must be completed and returned to COPE before access will be granted.

Individual requesting access (please print):

Clinic Name:

Clinic Address:

1. Applicability of These Terms. The user's access to and use of the Services is conditioned on the user's compliance with these Terms while incorporating by reference the terms contained in the MOU. By becoming a registered user and/or accessing and/or using the Services, the Site (as defined below), or any portion of the Services or the Site, the user agrees to be bound by these Terms and all applicable laws and regulations governing the Services. If the user does not agree with these Terms, the user is not authorized to access or use the Services for any purpose. Additional terms and conditions applicable to specific areas of the Site or to particular transactions are also posted in particular areas of the Site and, together with these general Terms and the incorporated MOU, govern the user's access and use of those areas. If the user does not agree with any of these additional terms and conditions, the user is not authorized to access or use those areas of the Site. If any term or condition of this user agreement is deemed to be in conflict with the MOU, the provisions of the MOU will prevail.

2. Our Services. The eConsult System ("eConsult") is an e-health service offered by COPE at no cost to participating volunteer specialist physicians at LAC+USC and PPP primary care physicians ("PCPs") for the purposes of care coordination. Volunteer specialist physicians at LAC+USC will engage in this pilot project with the PCPs to assess the impact of the e Consult referral system on LAC+USC's specialty care access , including averted referrals, disposition of referrals, monitoring the potential decrease of specialty clinic wait times, and the potential increase knowledge of PCPs with respect to evaluating their patients who may need specialty care services to determine if such services are appropriately referred and/or minimized by PCP's ability to discuss their patient's care with the volunteer specialty care specialist.

The eConsult System includes, without limitation, the following services, all of which are provided through the eConsult System's web-based portal (the "**Site**") (collectively, the "**Services**"):

- (a) enabling participating PCPs to request and obtain voluntary, non-compensated informal clinical consultations (i.e., "curbside consults") from participating volunteer specialist physicians ("Specialists"), who have agreed to donate their time and expertise to the eConsult pilot project, to assist the PCPs to better determine whether a formal, in-person specialty visit is required. It is understood that all voluntary time donated by Specialists is non-compensated and there is no intent or contemplation that there will be any future compensation to Specialists as a result of participation in this pilot project. To ensure the volunteer specialists are not providing eConsult services during the same time they receive County compensation under the MSOA, LAC+USC will perform conduct monthly monitoring via the timestamp function of eConsult against the County payment system to ensure the services are rendered on a volunteer basis.
- (b) offering PCPs valuable educational opportunities regarding appropriate diagnostic and treatment protocols, through enhanced care coordination and communication among other participating PCPs and volunteer Specialists;
- (c) providing an electronic platform through which participating PCPs and volunteer Specialists can share clinical and diagnostic information such as provider notes, diagnostic test results, and lab values; and
- (d) tracking all consult messages, as well as important variables such as diagnoses codes, average wait time for a response, most common reasons for consult, etc. These data can in turn be used to improve clinical practice and referral patterns in the primary and specialty clinics.

THE SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE OR ADVICE BY COPE HEALTH SOLUTIONS. RATHER, THE SERVICES ENABLE PARTICIPATING PCPs TO OBTAIN INFORMAL CONSULTATIONS FROM SPECIALISTS WHO HAVE AGREED TO PROVIDE SUCH CONSULTATIONS ON A STRICTLY VOLUNTARY BASIS. COPE HEALTH SOLUTIONS DOES NOT PROVIDE MEDICAL CARE.

NEITHER THE PCPs NOR THE SPECIALISTS ARE THE EMPLOYEES OR AGENTS OF COPE HEALTH SOLUTIONS. PCPs OBTAINING INFORMAL CONSULTATIONS THROUGH THE eCONSULT SYSTEM RETAIN RESPONSIBILITY FOR EXERCISING THEIR OWN INDEPENDENT MEDICAL JUDGMENT IN DETERMINING WHETHER TO ACCEPT OR REJECT ADVICE OBTAINED FROM A SPECIALIST THROUGH THE eCONSULT PILOT PROJECT. SPECIALISTS PROVIDING INFORMAL CONSULTATIONS THROUGH THE PILOT PROJECT ARE NOT AND ARE NOT REGARDED AS JOINT PROVIDERS OF MEDICAL SERVICES WITH RESPECT TO PATIENTS OF THE PCP.

COPE IS PROHIBITED FROM USING ANY DATA COLLECTED AS PART OF THE eCONSULT PILOT PROJECT IN ANY MANNER AS PART OF A FUTURE SOLICITATION AND/OR CONTRACT NEGOTIATION WITH THE COUNTY OF LOS ANGELES AND/OR THE DEPARTMENT OF HEALTH SERVICES.

ALL MESSAGES FROM SECURE MESSAGE CONSULTATIONS ARE SAVED AND STORED FOR THE PURPOSE OF PROGRAM EVALUATION WHICH WILL ONLY BE USED FOR MAINTENANCE, IMPROVEMENT, AND ENHANCEMENT OF THE PILOT PROJECT. .

(e) Eligibility Requirements to Access the eConsult System. The eConsult System is available only to registered users of COPE's Services").

Registered users may access the eConsult System only for purposes related to the coordination of care or the provision of an informal consultation to another participating physician. Accordingly, registered users shall not use the eConsult System for any other purpose or for personal use, including, without limitation, (a) to convey information regarding a patient who does not have a patient-Physician relationship with the referring PCP; (b) out of personal curiosity; or (c) solicitation for outside business ventures, campaigns, and political or religious causes. In addition, registered users of the Services are prohibited from storing, displaying, or disseminating obscene, offensive, harassing, or discriminatory textual or graphical materials on the eConsult System.

(f) Registered User Accounts. In order to access certain features of the Services, including obtaining an informal consultation through the eConsult System, the user will be required to become a registered user of the Services by creating an eConsult System account ("**Account**"). When the user registers, the user will be asked to choose a user name and a password. The user is responsible for safeguarding and maintaining the confidentiality of the user's password and the user agrees not to disclose his/her password to any third party. The user will be solely responsible for any activities or actions taken under his/her Account, including, without limitation, the inappropriate or unauthorized access, use, or disclosure of protected health information, whether or not the user authorized such activities or actions. **IF THE USER KNOWS OR SUSPECTS THAT ANY UNAUTHORIZED PERSON IS USING HIS/HER PASSWORD OR HIS/HER ACCOUNT, THE USER MUST IMMEDIATELY CHANGE THE PASSWORD FOR THE ACCOUNT AND INFORM COPE'S SECURITY OFFICER AT (213) 259-0245, SO THAT APPROPRIATE ACTION MAY BE TAKEN.**

The user agrees that the information that he/she provides to us at all times will be true, accurate, current, and complete. The user is solely responsible for the accuracy and completeness of the user's information. In order to create an Account, the user must provide us with a current, valid email address so that we may contact the user. By creating an Account, the user agrees to keep his/her email address updated.

By creating an Account, the user expressly consents to the use of: (a) electronic means to complete these Terms and to provide the user with any notices given pursuant to these Terms; and (b) electronic records to store information related to these Terms or the user's use of the Services. COPE cannot and will not be liable for any loss or damage arising from the user's failure to comply with the above requirements.

(g) Responsibility for Medical Care. The medical care for patients of PCPs who seek informal consultations through the Services is solely the responsibility of the PCP. PCPs obtaining informal consultations through the eConsult System retain responsibility for exercising their independent medical judgment in determining whether to accept or reject advice obtained from a volunteer Participating Specialist through the eConsult System. To the extent a volunteer Participating Specialist provides an informal consultation to a PCP, that Specialist is not and shall not be regarded as a joint provider of medical services with respect to the patient

for whom the PCP sought the consultation and is not responsible for any patient treatment outcome

(h) Restrictions on Conduct. The Services may be used and accessed for lawful purposes only. The user agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the user's use of the Services. In addition, without limitation, the user agrees that he/she will not do any of the following while using or accessing the Services:

- (a) upload, post, email or otherwise transmit any Content to which the user does not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that the user might have with respect to the Content);
- (b) upload, post, email or otherwise transmit any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- (c) use the Services to collect or store personal data about other users without their express permission;
- (d) knowingly include or use any false or inaccurate information in any profile;
- (e) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Services, or interfere with the access of any other user to the Services;
- (f) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content;
- (g) use any meta tags or other hidden text or metadata utilizing a COPE name, trademark, URL or product name;
- (h) attempt to probe, scan or test the vulnerability of any COPE system or network or breach or impair or circumvent any security or authentication measures protecting the Services; or
- (i) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Services;

3. Termination; Cancellation.

The user may terminate his/her Account at any time and for any reason by sending COPE written notice. Upon any termination by the user, the user's Account will no longer be accessible. Any cancellation request will be handled within 30 days of receipt of such a request by COPE.

4. Ownership of Intellectual Property Rights. The Services, the Site, and all information related to the operation of the software, the software content and its proprietary code are protected by U.S. and international copyright, trademark, and other laws. The user will not acquire any intellectual property rights in the eConsult System by the user's use of the Services or the Site. Ownership of the proprietary rights embodied in the Site and Services shall remain exclusively vested in and be the sole and exclusive property of ELM Technologies, Inc. (a California corporation with its principal office located at 4600 Campus Drive, Suite 101, Newport Beach, CA 92660, Telephone: 949-272-3820, Facsimile: 714-784-7487) and its licensors.

5. User's License to Use the Services. When the user uses our Services, the user may access intellectual property rights that we or our licensors, ELM Technologies, Inc., own or license. Subject to the user's compliance with the terms and conditions of these Terms, COPE grants the user a limited, non-exclusive, non-transferable and revocable license, without the right to sublicense, to access and use the Services and to download and print any information provided by COPE solely for the user's professional use in connection with the coordination of care for PCP patients. The user may not use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or proprietary code, except as expressly permitted in these Terms, without COPE's express prior written consent. No licenses or rights are granted to the user by implication or otherwise under any intellectual property rights owned or controlled by COPE or its licensors, except for the licenses and rights expressly granted in these Terms.

6. Third-Party Websites. We may make available, on our Site and as part of our Services, links to third-party websites or resources on the Site. We also may select certain sites as priority responses to search terms the user enters, for example, general symptoms and conditions. By agreeing to these Terms, the user expressly consents to the use of such general information the user enters on the Site for purposes of generating such third-party content on the Site. COPE is not responsible or liable for the availability or accuracy of, and COPE does not endorse, sponsor, or recommend such websites or resources, or the content, products, or services on or available from such websites or resources. When we make available such third-party links or resources on the Site or through the Services, the user must look solely to the third party with respect to the content, products, or services they provide. We do not endorse and are not responsible for any of the content, products, or services provided or advertised by others. THE USER'S USE OF THE WEBSITES OR RESOURCES OF THIRD PARTIES IS AT THE USER'S OWN RISK. COPE AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY OF THE USER'S LOSSES ARISING OUT OF OR RELATING TO THE WEBSITES OR RESOURCES OF THIRD PARTIES.

7. Indemnification. COPE, PCP physicians and PPP Agencies agree to indemnify, defend and hold harmless the County of Los Angeles, its Special Districts, agents, elected and appointed officers and employees, including participating Specialists of LAC+USC Medical Center, from and against any and all liability, including medical malpractice claims, awards and expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily damages of any nature whatsoever, also including, but not limited to, bodily injury, death personal injury, or property damages arising from or connected with acts, omissions or services hereunder, or in relation to the MOU between COPE and LAC+USC including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, breach of confidentiality, liability, or expense, arising from or connections with services performed by any person pursuant to this Agreement. It is the intent of COPE, the PCPs and participating PPP agencies to indemnify and hold

harmless, as referenced above, Participating Specialists, as a material inducement to donate and volunteer their uncompensated time and expertise for the duration of the pilot program.

8. Errors and Inaccuracies. The information on the Site may contain typographical errors or other errors or inaccuracies, and may not be complete or current. COPE reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to the user. COPE will not, however, guarantee that any such errors, inaccuracies, or omissions will be corrected. COPE reserves the right to refuse to provide Services that are based on inaccurate or erroneous information on the Site, or for any other lawful reason.

9. General Terms. These Terms of Service incorporating the MOU between COPE and LAC+USC constitute the entire agreement between the user and COPE relating to COPE's Services, the Site, and the proprietary content, replacing any prior or contemporaneous agreements, whether written or oral, unless the user has signed a separate written agreement with COPE relating to our Services, the Site, or the proprietary content. If there is any conflict between the Terms and the MOU between COPE and LAC+USC relating to our Services, the Site, or the proprietary content, the MOU will control. Only the executive officers of COPE Health Solutions have the authority to sign a separate written agreement between the user and COPE.

10. Governing Law and Forum for Disputes. THESE TERMS OF SERVICE AND OUR RELATIONSHIP WITH THE USER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ITS CHOICE OF LAWS RULES. THE EXCLUSIVE VENUE FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR OUR RELATIONSHIP WITH THE USER, REGARDLESS OF THEORY, SHALL BE LOS ANGELES COUNTY, CALIFORNIA. THE USER AND COPE EACH IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS AND WAIVES ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION BY THESE COURTS AND TO THIS VENUE.

11. Changes to These Terms. COPE reserves the right to change the Terms which must incorporate the MOU between COPE and LAC+USC at any time. Any changes that COPE makes will become a part of the agreement with the user when will be noticed to the user and posted to the Site. The user's continued use of the Services or the Site will constitute his/her agreement to the changes we have made. The last date these Terms were revised is set forth at the end of this document.

12. Contacting COPE. COPE encourages the user to contact us if the user has any questions concerning our Terms. COPE's corporate headquarters is located at 2400 South Flower Street, Lowman Building, 3rd Floor, Los Angeles, CA 90007 and our telephone number is (213) 259-0245.

Last Revised: March ____, 2011

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I acknowledge that I have read, understand, and agree with the Terms above. Further, I agree to immediately notify COPE Health Solutions of any conflict with or violation of these Terms.

User Signature: _____

Print Name: _____

Date: _____

FOR INTERNAL USE ONLY:

Received By: _____

Print Name: _____

Date: _____